

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: August 20, 2019

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|---|---|
| REQUEST FOR PROPOSALS: RFP No. 20-0003 | Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: DESIGN / BUILD SERVICES FOR LINDSAY DRIVE SLOPE FAILURE REPAIR |
| GENERAL SCOPE | Columbus Consolidated Government (CCG) is seeking proposals from a design / build team to evaluate, design, and repair a slope failure located between 8th Street and Lindsay Drive at Terminal Court in Columbus, GA. Slope movement and continual erosion along this unstable slope has reached a point that the support of 8th Street is becoming compromised. |
| DUE DATE | SEPTEMBER 27, 2019 - 5:00 PM (EASTERN) Sealed proposals must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division of Columbus Consolidated Government, located on the 5 th Floor, Government Center Tower, 100 Tenth Street, Columbus, GA. |
| INSTRUCTIONS TO OBTAIN SPECIFICATIONS | This RFP document is considered a part of the Contract Documents (Plan Book). Electronic copies of the Plan Book may be obtained at no cost from Barge Design Solutions, Inc., the Owner's Consultant for this project. Contact Scott Thompson via scott.thompson@bargedesign.com or telephone 706-940-4603. |
| ADDENDA | <u>IMPORTANT INFORMATION</u> Addenda will be posted on the web page of the Purchasing Division at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal. |
| NO PROPOSAL SUBMISSION | If you are not interested in this solicitation, please complete and return page 4. |

Andrea J. McCorvey,
Purchasing Division Manager



The work will be awarded in one Contract.

The Instructions to Bidders, RFP document, Contract Agreement, Drawings, Specifications and forms of Proposal Bond, Performance Bond, Payment Bond and other Contract Documents may be examined at the following:

Columbus Consolidated Government
Purchasing Division
100 10th Street
Columbus, Georgia 31901

Barge Design Solutions, Inc.
1201 Front Avenue, Suite F
Columbus, Georgia 31901

Each Proposal must be accompanied by a Proposal Bond, prepared on the form of Proposal Bond attached to the Contract Documents or a Surety Company's Standard Bid Bond, duly executed by the Proposer as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the total cost proposal.

Equal Employment Opportunity Clause: Proposers must comply with the Equal Employment Opportunity requirements specified in the Plan Book.

Minority Participation: Proposers will be required to demonstrate their good faith efforts to achieve compliance with the Owner's goal that a minimum of ten percent of the contract amount be performed by Disadvantaged Business Enterprise (DBE) Firms. Additionally, Proposers will be required to demonstrate compliance with the Code of Federal Regulations 2 C.F.R. 200.321 specified in the Plan Book.

Employment of Local Businesses and Contractors: It is the wish of the Owner that local businesses, including contractors, be given the opportunity to subcontract on the various parts of the work.

The desire on the part of the Owner to encourage participation of minority and locally owned businesses and contractors is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy, free market system that seeks to include responsible local businesses and provide ample opportunities for local business growth and development. However, the aforementioned statements shall not prevent Proposers from complying with 2 C.F.R. 200.321.

The successful Proposer for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond each in the amount of 100 percent of the contract amount.

The Owner reserves the right to reject all Proposals, to waive informalities and to re-advertise.

IMPORTANT INFORMATION

E-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors, and began using the Georgia Procurement Registry e-notification system.

You must register with the Team Georgia Marketplace to receive future procurement notifications at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email: BidOpportunities@ColumbusGa.org

Fax: 706-225-3033

Attn: Della Lewis, CPPB

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 20-0003** for **Design / Build Services for Lindsay Drive Slope Failure Repair** for the following reason(s):

- ☐ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Other (specify below)

Comments:

COMPANY NAME: _____

REPRESENTATIVE: _____

DATE: _____

TELEPHONE: _____

EMAIL: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 AND 3-111 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

3-111 Architectural/Engineering and Land Surveying Services

(1) Purpose

All architectural/engineering and land surveying services, regardless of the estimated value of the contract or project, will be procured through the use of competitive sealed proposals.

Except as provided under article 3-114, Only Known Source Procurement or 3-115, Emergency Procurements, procurements for architectural/engineering or land surveying services will be guided by the guidelines in above article 3-110, with the following modifications in this section:

- A. Request for Proposals:** The cost of services shall not be a required element in proposals for architectural/engineering and land surveying.
- B. Selection Process:** The members of a Screening and Selection Committee or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the Request for Proposals. Each Committee member shall grade each submitted proposal based upon the evaluation criteria.
- C. Negotiation:** After proposals have been evaluated, negotiations shall begin with the most qualified firm. To facilitate negotiations, the respondent may be asked to submit fee proposals or hourly rates at the request of the Selection/Evaluation Committee. Both parties shall consider the estimated value, scope, and complexity of the nature of services required. The Purchasing Division Manager, at the direction of the Selection/Evaluation Committee, will negotiate a contract price with the most qualified offeror. Should such negotiations fail to reach an agreement, the Purchasing Division Manager will close those negotiations and open negotiations with the next most qualified offeror. Should this process not yield an agreement, the Purchasing Division Manager or the members of the Screening and Selection Committee will select additional offerors in order of their competence and qualifications. The Purchasing Division Manager shall continue negotiations in accordance with this section until an agreement is reached with a qualified offeror.
- D. Award:** After negotiations have resulted in an agreement with the most qualified offeror, the award recommendation will be presented to Columbus City Council. After Council approval, a contract based on the negotiated agreement will be drawn and signed by all necessary parties.

If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror.

The contract file shall contain all negotiation results and the basis on which the award is made.

**DO YOU HAVE QUESTIONS, CONCERNS OR NEED
CLARIFICATION ABOUT THIS SOLICITATION?**

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ANY INQUIRY RECEIVED BY NOON (12:00 PM) ON THE SEVENTH BUSINESS DAY PRIOR TO THE DATE FIXED FOR THE OPENING OF BIDS WILL BE GIVEN CONSIDERATION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

Date: _____

To: Della Lewis, Buyer Specialist
Email BidOpportunities@ColumbusGA.org or
Fax (706) 225-3033

Re: **RFP No. 20-0003 – Design/Build Services for Lindsay Drive Slope Failure Repair**

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Questions/clarification requests must be submitted by noon (12:00 PM) on the seventh business day prior to the RFP due date.

From:

| | | | |
|---------------------------|---------------|------------------------|--------------|
| _____ Company Name | | _____ Website | |
| _____ Representative | | _____ Email Address | |
| _____ Complete Address | _____ City | _____ State | _____ Zip |
| _____ Telephone Number | | _____ Fax Number | |

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

Design / Build Services for Lindsay Drive Slope Failure Repair RFP No. 20-0003

Columbus Consolidated Government (CCG) is seeking proposals from a design / build team to evaluate, design, and repair a slope failure located between 8th Street and Lindsay Drive at Terminal Court in Columbus, GA. Slope movement and continual erosion along this unstable slope has reached a point that the support of 8th Street is becoming compromised.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: SEPTEMBER 27, 2019 NO LATER THAN 5:00 PM (Eastern).

Submit one (1) original and ten (10) identical copies of the proposal. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government - Purchasing Division
RE: RFP No. 20-0003 - Design/Build Services for Lindsay Drive Slope Failure Repair

Mail: P.O. Box 1340
Columbus, Georgia 31902-1340

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will

only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled “Do You Have Questions ...” within this proposal package. Questions and Requests for Clarification will be received until noon (12:00 PM) on the seventh business day prior to the RFP due date.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer’s responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; 6) Additional Agreements required by Awarded Vendor(s); and 7) Awarded Vendor(s) Business Requirements.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

SPECIFICATIONS

DESIGN / BUILD SERVICES FOR

LINDSAY DRIVE SLOPE FAILURE REPAIR

RFP No. 20-0003

I. GENERAL PROJECT INFORMATION

Columbus Consolidated Government (CCG) is seeking proposals from a design / build team to evaluate, design, and repair a slope failure located between 8th Street and Lindsay Drive at Terminal Court in Columbus, GA. Slope movement and continual erosion along this unstable slope has reached a point that the support of 8th Street is becoming compromised. The Owner's Consultant for this Project is Barge Design Solutions, Inc.

The scope of the work may be changed during this negotiation process at the discretion of the Owner in an effort to reduce the cost and/or to benefit the project in any manner. The Owner reserves the right to engage in "Value Engineering" discussions during this negotiation process.

II. PROPOSER RESPONSIBILITIES

- A. The Proposer will be required to follow contract requirements in accordance with all conditions of the Construction Contract, including those referenced in the Plan Book, provide a responsible on-site superintendent, assign qualified persons to the work, provide the equipment required to do the assigned task or accomplish the work, maintain records of expenditures, deliverables and progress, submit required reports on schedule, and maintain a clear line of communication for prompt resolution of problems.
- B. Required Performance Outcomes/Functional Specifications: The Proposer, as a minimum, must achieve and maintain the performance outcomes shown in the Conceptual Program referenced Drawings and Specifications, consistent with performance standards agreed to by the Owner through a contract resulting from this RFP.
- C. Ambiguity, Conflict or Other Errors in the RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any document attached to, incorporated into or referenced by the RFP, the Proposer shall immediately notify the Owner's Purchasing Division of such error in writing and request modification or clarification of the document as outlined on pages 7 and 8 of this RFP. The Owner will make modifications by issuing a written addendum and will give written notice to all parties who have received this RFP from the Owner's Consultant.
- D. Rejection of Proposals: The Owner reserves the right to accept or reject any or all proposals submitted. Reasons for which Proposers may be disqualified and their Proposals not considered include, but are not limited to:
 - 1. The Owner determines that the Proposer's Proposal is not responsive to the RFP.
 - 2. The Owner determines that the Proposer is not responsible. This may be due to the failure of the Proposer to promptly supply information in connection with an evaluation of responsibility.

3. The Proposer fails to complete the Proposal in its entirety.
4. An individual, firm, partnership or corporation under the same or different names submits more than one Proposal.
5. Reasonable grounds exist for believing that any Proposer has a proprietary or pecuniary interest in more than one Proposal, or that collusion exists among the Proposers.
6. Failure of the Proposer to satisfy any requirements of the RFP.
7. Failure to obtain a price within budget.

E. Examination of RFP and Site: Prior to submitting a proposal, each Proposer is responsible for the following:

1. To examine thoroughly the RFP and other related data identified in the Proposal Documents.
2. To visit the site and to become familiar with and satisfy Proposer as to the general, local and site conditions that may affect cost, progress, performance or furnishing of labor for the Work.

III. OWNER'S RIGHTS TO RESEARCH PROPOSER'S EXPERIENCE

The Owner, prior to or after receipt of Proposals, shall have the right to research work performed by the Proposer. This research effort will be conducted by Owner personnel and their representatives as deemed appropriate by the Owner, which may include site visits and interviews with anyone involved with such projects.

The Owner reserves the right to contact any and all references (including those project references not furnished by the Proposer in their proposal) to obtain, without limitation for the purpose of evaluating the Proposers qualifications, the following minimum information regardless of Proposer's performance on the listed jobs:

1. Was Proposer cooperative during the submittal process (e.g., schedule, shop drawings, etc.)?
2. Was the Owner satisfied with daily operations on the project?
3. Did Proposer effectively address problems that arose during the project?
4. Did Proposer minimize the effect of its activities on nearby operations and activities?
5. Did the Owner consider the number and validity of Proposer - generated change orders and Requests for Information, if any, appropriate?
6. Did Proposer manage its subcontractors well?
7. Would the Owner rate the Proposer's safety record on the project as being adequate?
8. Did Proposer timely address warranty and punch - list items?
9. Were Proposer's project foreman and other key personnel competent and professional?
10. Was the Owner satisfied with the finished product?
11. Would the Owner look forward to hiring Proposer for another construction project?
12. Did the subcontractors selected by the Proposer perform well on the project?

IV. PROJECT TIMETABLE

The following projected timetable should be used as a working guide for planning purposes. The Owner reserves the right to adjust this timetable as required during the course of the RFP process.

| Event | Date |
|--|----------|
| Issuance of RFP | 08/20/19 |
| Inquiry Period Ends | 09/20/19 |
| Proposals Due (5:00 PM, Local Time) | 09/27/19 |
| Completion of Negotiations and Recommendation of Award | 10/04/19 |
| Owner Approval of Successful Proposal | 10/23/19 |

V. DBE PARTICIPATION

Columbus Consolidated Government (the City) is committed to using Disadvantaged Business Enterprises (DBE's) to the fullest extent possible in all its procurement opportunities. Each Proposer is responsible for making a good faith effort to meet or exceed the 10% DBE participation established for this project.

VI. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

VII. INSURANCE

By submitting its proposal to the Owner, the Proposer acknowledges that it has read and understands the insurance requirements for the Proposal. The insurance requirements are detailed in the Specifications included in the Plan Book.

VIII. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program (see http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm). **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for award consideration.**

IX. PROPOSAL PREPARATION AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission; divide each section with identifying tabs.

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify Affidavit, the Proposal Bond, and the Non-Collusion Affidavit*, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days after notification to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

PART A: TECHNICAL PROPOSAL

Section 1: Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

Section 2: Affidavits, Bond and Certifications

A. Proposal Bond

Each Proposal must be accompanied by a Proposal Bond, prepared on the form of Proposal Bond attached to the Contract Documents (*Form 1*) **or** a Surety Company's Standard Bid Bond, duly executed by the Proposer as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the total cost proposal.

B. E-Verify Affidavit (Form 2)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

C. Contractor's License Certification (Form 3)

D. Debarment and Suspension Certification (Form 4)

E. Anti-Lobbying Certification (Form 5)

Section 3: Communication Concerning This Solicitation

Complete the form titled *Communication Concerning This Solicitation (Form 6)*

Section 4: Qualifications and Experience

Provide information that documents the firm's and propose subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill and number of years of experience in providing the required services. Include a description of the various team members' successful experience working with one another on previous projects.

- A. Description of the proposed construction team and design team, and the role to be fulfilled by each member of the proposed team. This includes potential subcontractors and suppliers.
- B. Proposed design-build team organization structure. Include an organization chart depicting office and field management, support personnel and subcontractors.
- C. Resumes of all managers, senior level supervisors and key personnel who will contribute to and participate in the project, including information as to descriptions of previous similar projects, years of experience, education, licensing, intended availability and similar information. Emphasis should be made to highlight the experience of key personnel in performing work of a similar nature.
- D. Proposers are encouraged to list professional recognition and awards, i.e. memberships, industry certifications, relevant awards, etc. **Copies of such documents must be included with proposal.**

Section 5: Client Work History

- A. Each Proposer must provide information for up to **five** projects of similar size and scope previously performed or currently in progress. Information for each project shall be provided on the Client Work History form (*Form #7*) provided with this proposal or a reasonable facsimile. Only one project shall be listed on each form. All information requested in the form shall be provided in the order requested.
- B. Additionally, provide a list of all projects performed, started, completed or on-going, for all Owners within the past three years. For these projects list, Project Title, Owner, Contract Amount. Emphasis should be made to highlight the experience of the Proposer in performing work of a similar nature.

Section 6: Proposed Approach, Design and Work Plan

- A. Provide sufficient information to allow the Owner to evaluate your proposed design and your compliance with the Conceptual Program included in the Plan Book.

Content may be narrative supported by drawings, as the Proposer deems best to communicate design in sufficient detail to allow for evaluation.

- B. Although a mandatory pre-proposal meeting will not be conducted, it is mandatory that the Proposer shall visit the site. The Proposal Affidavit which, among other provisions, indicates that a member of the proposer's team visited the site. It is urged that the proposed approach demonstrates the Proposer's understanding of the project's specific site considerations. **Include a completed copy of the Proposal Affidavit (Form 8).**
- C. Provide a detailed schedule for completion of the project in sufficient detail to reflect work in the various project areas. The schedule should include project milestones, including the Notice to Proceed that is anticipated to be issued around October 14, 2019.
- D. Provide a narrative describing normal work hours, non-work periods, and recognized project constraints (access, weather, deliveries, etc.; be specific) used in developing the schedule and construction sequence

Section 7: DBE Participation Forms

Complete and return *Form 9* and *Form 10*.

Section 8: Cost Proposal

- A. Complete the Cost Proposal Form (*Form 11*) in its entirety. Pricing submitted indicates that the Proposer has a full understanding of the scope of work based upon a review of all information furnished with this RFP. The price entered shall reflect the scope of work depicted by the information furnished as a part of the RFP. The item of work will be reviewed during the negotiation session solely to confirm that the Proposer's understanding is in agreement with the design intent.
- B. List and describe proposed "Value Engineering" changes involving materials, manufacturers, design details, etc., which if accepted by the Owner, would result in the delivery of an equal or better facility. Additionally, the proposed changes should achieve a more cost effective delivery of the project work

Section 9: Acceptance of Conditions (if applicable)

Indicate any requested exceptions to the requirements listed in the RFP, General Conditions and form of Agreement in the Plan Book and any other requirements or documents of the RFP and the Project.

Section 10: Additional Information (if applicable)

This section shall be limited to additional information the Proposer deems helpful to the Owner in understanding the Proposal.

PART B: BUSINESS DOCUMENTS

IN A **SEPARATE ENVELOPE**, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

A. W-9 (*Form 12*)

B. Provide copy of a current valid Business License (Occupation License).

Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

X. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

| Criteria for Evaluation | Weight |
|--|---------------|
| A. Qualifications/Experience | 20% |
| B. Proposed Approach, Design and Work Plan | 30% |
| C. Client Work History | 35% |
| D. DBE Participation | 10% |
| E. Cost Proposal (<i>Subject to Negotiation/Value Engineering</i>) | 5% |

Each of the above criteria (A-E) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

| RATING | DESCRIPTION |
|---------------|--------------------|
| 1-20 | Poor |
| 21-40 | Fair |
| 41-60 | Good |
| 61-80 | Excellent |
| 81-100 | Superior |

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

Proposal Bond

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ ,
as Principal, and _____ ,
as Surety, are held and firmly bound unto the Columbus Consolidated Government in the sum of
_____ Dollars (\$ _____) lawful money of the United
States of America, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for Design / Build Services for
Lindsay Drive Slope Failure Repair.

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted,
the Principal shall, within ten days after receipt of conformed Contract Documents, execute a
Contract in accordance with the Proposal upon the terms, conditions and prices set forth therein,
and in the form and manner required by the Contract Documents and execute sufficient and
satisfactory separate Performance and Payment Bonds payable to the Owner, each in an amount
of 100 percent of the total Contract Price, in form satisfactory to the Owner, then this obligation
shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall,
upon failure of the Principal to comply with any or all of the foregoing requirements within the time
specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in
good and lawful money of the United States of America, not as a penalty, but as liquidated
damages.

This bond is given pursuant to and in accordance with O.C.G.A. §36-91-1 et. seq. and all the
provisions of the law referring to this character of bond as set forth in said Sections or as may be
hereinafter enacted and these are hereby made a part hereof to the same extent as if set out
herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and
said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly
authorized officers, on this _____ day of _____, 20 ____.

CONTRACTOR –
PRINCIPAL:

By: _____
(name signed)

Title: _____
(name printed or typed)

Address: _____

Attest: _____
(name signed)

(name signed)

Title: _____
(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: _____
(name signed)

Title: _____
(name printed or typed)

Address: _____

Attest: _____
(name signed)

(name signed)

Title: _____
(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**VENDOR INFORMATION REGARDING
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**
and

House Bill 87, also known as, The Illegal Immigration Reform and
Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached “CONTRACTOR AFFIDAVIT”**. Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”**

***In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.

Information is available at: http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm

CONTRACTOR AFFIDAVIT
E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

Design/Build Services for Lindsay Drive Slope Failure Repair; RFP No. 20-0003

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

Contractor's License Certification

Check the appropriate choice from the following:

_____ Proposer's Georgia General Contractor's License Number: _____

Expiration Date of License: _____

_____ The Proposer is exempt from General Contractor Licensure because all work to be performed under this Contract is contained in the single Specialty Categories established by the State Licensing Board for Residential and General Contractors as allowed under OCGA § 43-41-17, and the Proposer will not subcontract out work of any type.

I certify that the above information is true and correct and that the classification noted is applicable to the Proposal for this Project.

PROPOSER: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Date: _____

END OF SECTION

Debarment and Suspension Certification

The certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C. and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA and Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: _____

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: _____

Title: _____

Date: _____

Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq., apply to this certification and disclosure, if any.

Company Name: _____

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: _____

Title: _____

Date: _____

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Client Work History

Provide information for up to **five (5) projects** of similar size and scope previously performed or currently in progress. Information for each project shall be provided on this form or a reasonable facsimile. **Only one project shall be listed on each form.** All information requested in the form shall be provided in the order requested.

| | |
|---|--|
| Project Name: | |
| Owner's Name: | |
| Owner's Phone Number: | |
| Owner's Contact Name & Title: | |
| Engineer/Architect/Construction Manager's Name: | |
| Engineer/Architect/Construction Manager's Phone Number: | |
| Original Contract Value of Project: | |
| Final Contract Value of Project: | |
| Original Project Duration: | |
| Original Project Completion Date: | |
| Actual Project Completion Date: | |
| Explanation for later project completion date, if applicable: | |
| List Major Subcontractor's; names, contact numbers (If work self-performed by General Contractor – indicate as such) Subcontractor: Subcontractor: Subcontractor: | |
| List Major Material Suppliers' names, contact phone numbers: Supplier: Supplier: Supplier: | |
| Project Description, including similarities to Proposed Project: | |

PROPOSAL AFFIDAVIT

TO: COLUMBUS CONSOLIDATED GOVERNMENT

FROM: _____
(Proposer's Name)

FOR: DESIGN / BUILD SERVICES FOR LINDSAY DRIVE SLOPE FAILURE REPAIR

Submitted on: _____ 20____

The undersigned Proposer, in compliance with your Request for Proposal for the construction of this Project, having examined the Request for Proposal Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the said Documents.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with Columbus Consolidated Government in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the Columbus Consolidated Government with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.

The Proposer hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the local public agency in verification of the recitals comprising this Proposal. By the signature provided below, the signer affirms that the information provided herein is true and correct to the best of his/her knowledge and belief.

PROPOSER: _____

By: _____
(name signed)_____
(name printed or typed)

Title: _____

Address: _____

Telephone: _____

Attest: _____
(name signed)_____
(name printed or typed)

Title: _____

Primary Contact: _____

Primary Contact Email: _____

(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

DBE PARTICIPATION

- I. If your firm is the primary vendor and is **currently DBE certified** by a Federal, State or Municipal government:
- List the name of the certifying agency: _____
 - Include a copy of said certification with sealed proposal.
 - Skip section II** and sign, date and include this form with sealed proposal.
- II. If your firm is the primary vendor and is **not currently DBE certified** by a Federal, State or Municipal government, and plans to use DBE certified subcontractors:
- If your DBE participation is less than 10%:
 - Sign, date and include a completed copy of Form 9 and Form 10 with sealed proposal.
 - Provide a copy of the current certifications for the DBE subcontractors listed below.
 - If your DBE participation is at least 10%:
 - Sign, dated and include a completed copy of Form 9 with sealed proposal.
 - Provide a copy of the current certifications for the DBE subcontractors listed below.

| DBE Subcontractors | Percentage of work committed to DBE firm |
|---|--|
| Firm: _____ Contact: _____ Address: _____ Telephone: _____ Email: _____ | _____ % |
| Firm: _____ Contact: _____ Address: _____ Telephone: _____ Email: _____ | _____ % |
| Firm: _____ Contact: _____ Address: _____ Telephone: _____ Email: _____ | _____ % |
| TOTAL PERCENTAGE | _____ % |

I understand that this page is considered a binding part of my proposal, and the City expects the DBE subcontractors to be utilized. Consequently, I will submit written notification to the City if there are changes in DBE utilization:

AUTHORIZED SIGNATURE _____ **DATE** _____

DBE GOOD FAITH EFFORTS

GOOD FAITH EFFORTS: In the event a primary vendor commits less than ten percent (10%) of the project to DBE subcontractors, the primary vendor shall provide enough information to enable the City to determine whether the primary vendor made good-faith efforts to procure the services of DBE subcontractors.

| Please provide information about DBE subcontractors contacted for participation in this project: | |
|--|--|
| Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ | Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ |
| Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ | Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ |
| Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ | Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ |
| Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ | Firm: _____ Contact: _____ Address: _____ _____ Email: _____ Date of Contact: _____ |

AUTHORIZED SIGNATURE _____ **DATE** _____

COST PROPOSAL FORM

Base Slope Failure Repair

Item 1 - Complete Project

Lump Sum, not including below \$ _____

Item 2 - Allowances, not included in above

a. Soils, Concrete, and Materials Testing \$ 10,000.00

Item 3 - Proposed Unit Prices, if any, not included in above

a. Description, Unit, Anticipated Quantity \$ _____

b. Description, Unit, Anticipated Quantity \$ _____

Base Proposal Total, Items 1 through 3, inclusive \$ _____

PROPOSER: _____

(Continued on next page)

FORM 11
(Continued)

Addenda (if any) will be posted on the web page of the Finance Department/Purchasing Division at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the Proposer's responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Proposer acknowledges receipt of the following Addenda:

| | |
|------------------------------|------------------------------|
| Addendum No. 1, dated: _____ | Addendum No. 5, dated: _____ |
| Addendum No. 2, dated: _____ | Addendum No. 6, dated: _____ |
| Addendum No. 3, dated: _____ | Addendum No. 7, dated: _____ |
| Addendum No. 4, dated: _____ | Addendum No. 8, dated: _____ |

PROPOSER: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Address: _____

Telephone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____

Primary Contact: _____

Primary Contact Email: _____

(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div> | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |

| For this type of account: | Give name and EIN of: |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.